

CRAVATH, SWAINE & MOORE

ONE CHASE MANHATTAN PLAZA

NEW YORK, N. Y. 10005

TELEPHONE: (212) 428-1000
FACSIMILE: (212) 428-3700

WRITER'S DIRECT DIAL NUMBER

428-1486

RECORDATION NO. 15439-B

JAN 23 1989 2 30 PM

INTERSTATE COMMERCE COMMISSION

2 HONEY LANE, CHEAPSIDE
LONDON EC2V 8BT, ENGLAND
TELEPHONE: 1-606-1421
FACSIMILE: 1-606-1425
1-606-0348

ALLEN F. MAULSBY
STEWART R. BROSS, JR.
HENRY P. RIORDAN
JOHN R. HUPPER
SAMUEL C. BUTLER
BENJAMIN F. CRANE
JOHN F. HUNT
GEORGE J. GILLESPIE, III
THOMAS D. BARR
MELVIN L. BEDRICK
GEORGE T. LOWY
ROBERT ROSENMAN
JAMES H. DUFFY
ALAN J. HRUSKA
JOHN E. YOUNG
JAMES M. EDWARDS
DAVID G. ORMSBY
DAVID L. SCHWARTZ
RICHARD J. HIEGEL
FREDERICK A.O. SCHWARZ, JR.
CHRISTINE BESHAR
ROBERT S. RIFKIND
DAVID BOIES
DAVID O. BROWNWOOD
PAUL M. DODYK
RICHARD M. ALLEN
THOMAS R. BROME
ROBERT D. JOFFE
ROBERT F. MULLEN
HERBERT L. CAMP
ALLEN FINKELSON
RONALD S. ROLFE
JOSEPH R. SAHID

PAUL C. SAUNDERS
MARTIN L. SENZEL
DOUGLAS D. BROADWATER
JOSEPH A. MULLINS
MAX R. SHULMAN
STUART W. GOLD
JOHN W. WHITE
JOHN E. BEERBOWER
EVAN R. CHESLER
PATRICIA GEOGHEGAN
D. COLLIER KIRKHAM
MICHAEL L. SCHLER
DANIEL P. CUNNINGHAM
KRIS F. HEINZELMAN
B. ROBBINS KIESSLER
ROGER D. TURNER
PHILIP A. GELSTON
RORY O. MILLSON
NEIL P. WESTREICH
FRANCIS P. BARRON
RICHARD W. CLARY
WILLIAM P. ROGERS, JR.
JAMES D. COOPER
STEPHEN L. GORDON
ROBERT A. KINDLER
DANIEL L. MOSLEY
GREGORY M. SHAW
PETER S. WILSON
JAMES C. VARDELL, III
ROBERT H. BARON
KEVIN J. GREHAN
W. CLAYTON JOHNSON
STEPHEN S. MADSEN

No. 9--023A031

Date JAN. 23. 1989

Fee \$ 13.00

ICC Washington, D. C.

\$13.00 fee

January 19, 1989

Amendment Agreement No. 1 Dated as of December 1, 1988
Amending Lease of Railroad Equipment Filed under
Recordation No. 15439-B

Dear Ms. McGee:

Pursuant to 49 U.S.C. § 11303 and the Commission's rules and regulations thereunder, as amended. I enclose herewith on behalf of Grand Trunk Western Railroad Company for filing and recordation counterparts of the following document:

Amendment Agreement No. 1 dated as of December 1, 1988, among Grand Trunk Western Railroad Company, as Lessee, Mercantile-Safe Deposit and Trust Company, as Agent, U S West Financial Services, Inc., as Owner, and Grand Trunk Corporation, as Guarantor.

Amendment Agreement No. 1 amends the Lease of Railroad Equipment dated as of December 1, 1987, previously filed and recorded with the Interstate Commerce Commission on December 31, 1987, at 11:10 a.m., Recordation No. 15439-B.

The Amendment Agreement amends the Lease of Railroad Equipment to adjust the Basic Rental and Casualty Value percentages.

Good Siegel
Thank this will be
15439-B
sent please check
Countersigned

Please file and record the Amendment Agreement submitted with this letter and assign it Recordation Number 15439-D.

Enclosed is a check for \$13 payable to the Interstate Commerce Commission for the recordation fee for the Amendment Agreement.

Please stamp all counterparts of the enclosed document with your official recording stamp. You will wish to retain one copy of the instrument and this transmittal letter for your files. It is requested that the remaining counterparts of the document be delivered to the bearer of this letter.

Very truly yours,

Laurance V. Goodrich
Laurance V. Goodrich
as Agent for
Grand Trunk Western
Railroad Company

Noreta R. McGee, Secretary,
Interstate Commerce Commission,
Washington, D.C. 20423

encls.

Interstate Commerce Commission

Washington, D.C. 20423

1/23/89

OFFICE OF THE SECRETARY

Laurance V Goodrich
Cravath, Swaine & Moore
One Chase Manhattan Plaza
New York, N.Y. 10005

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 1/23/89 at 2:30pm, and assigned recordation number(s). 15439-D

Sincerely yours,

Nesta L. McGee

Secretary

Enclosure(s)

15439-B
JAN 23 1989 2 34 PM
INTERSTATE COMMERCE COMMISSION

AMENDMENT AGREEMENT No. 1 dated as of December 1, 1988, among MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, a Maryland banking corporation (the "Agent"), GRAND TRUNK WESTERN RAILROAD COMPANY, a Michigan and Indiana corporation (the "Lessee"), U S WEST FINANCIAL SERVICES, INC., a Colorado corporation (the "Owner"), and GRAND TRUNK CORPORATION, a Delaware corporation (the "Guarantor").

WHEREAS the Lessee and the Owner have entered into a Lease of Railroad Equipment dated as of December 1, 1987 (the "Lease");

WHEREAS capitalized terms not otherwise defined herein shall have the respective meanings set forth in the Participation Agreement referred to in the Lease.

WHEREAS the Lease was filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on December 31, 1987, at 11:10 a.m., recordation number 15439-B, and deposited in the Office of the Registrar General of Canada pursuant to Section 86 of the Railway Act of Canada, on December 31, 1987, at 12:15 p.m.;

WHEREAS pursuant to Section 3.1 of the Lease the Owner and the Lessee acknowledged the need to amend the Lease to achieve certain predetermined economics upon the identification of a number of variables which were unknown at the time the documents were executed;

WHEREAS those variables affecting the Owner's net after-tax yield and aggregate after-tax cash flow have now been determined;

WHEREAS since the revised rents and casualty values set forth herein are sufficient in all cases to meet the debt service obligations of the Owner under the CSA, the amendments of the Lease set forth herein do not adversely affect the interests of the Investors and, accordingly, the Agent is authorized to enter into this Amendment Agreement No. 1 without the prior written approval of the Investors;

NOW THEREFORE, the parties hereto agree as follows:

1. Rentals in Section 3.1 of the Lease are hereby amended by substituting the rentals set forth in Exhibit A attached hereto.

2. The two paragraphs in Section 3.1 of the Lease beginning "The foregoing rental payments have been calculated on the assumptions that ..." and "If any of the foregoing assumptions proves to be incorrect ..." are deleted.

3. Appendix B to the Lease is amended by substituting the casualty values set forth in Exhibit B attached hereto.

4. The Documents are each hereby amended so that any reference to any Document contained in any Document is hereby deemed to refer to such Document as amended hereby.

5. The terms of this Amendment Agreement and all rights and obligations of the parties hereto hereunder shall be governed by and construed in accordance with the laws of the State of Michigan; provided, however, that the parties shall be entitled to all rights conferred by 49 U.S.C. § 11303 and such additional rights arising out of the filing, recording or deposit hereof as shall be conferred by the laws of the several jurisdictions in which this Amendment Agreement shall be filed, recorded or deposited.

6. Except as amended hereby, the Documents shall remain unaltered and in full force and effect.

7. The Lessee will promptly cause this Amendment Agreement to be filed with the Interstate Commerce Commission in accordance with the provisions of Section 18 of the Lease.

8. This Amendment Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute a single instrument. It shall not be necessary that any counterpart be signed by all parties so long as each party shall deliver a counterpart signed by it to Cravath, Swaine & Moore, special counsel for the Agent.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment Agreement to be executed by duly authorized officers or other persons, as of the date first above written.

MERCANTILE-SAFE DEPOSIT AND
TRUST COMPANY,
not in its individual capacity
but solely as Agent,

by


Vice President

[Seal]

Attest:


Corporate Trust Officer

GRAND TRUNK WESTERN RAILROAD
COMPANY,

by

Treasurer

[Corporate Seal]

Attest:

Assistant Secretary

GRAND TRUNK CORPORATION,

by

Treasurer

[Corporate Seal]

Attest:

Assistant Secretary

U S WEST FINANCIAL SERVICES,
INC.,

by

Vice President

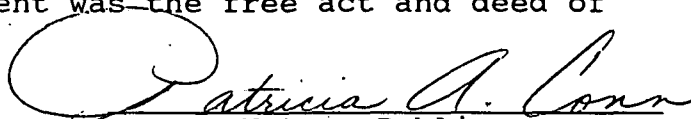
[Corporate Seal]

Attest:

Secretary

STATE OF MARYLAND,)
) ss.:
CITY OF BALTIMORE,)

On this 14th day of December 1988, before personally appeared R. E. Schreiber, to me personally known, who, being by me duly sworn, says that he is a Vice President of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public

[Notarial Seal]

My Commission Expires: 7-1-90

STATE OF MICHIGAN,)
) ss.:
COUNTY OF WAYNE,)

On this day of December 1988, before me personally appeared , to me personally known, who, being by me duly sworn, says that she is the Treasurer of GRAND TRUNK WESTERN RAILROAD COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and she acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Notary Public

[Notarial Seal]

My Commission Expires

STATE OF MICHIGAN,)
) ss.:
COUNTY OF WAYNE,)

On this day of December 1988, before me personally appeared , to me personally known, who, being by me duly sworn, says that she is the Treasurer of GRAND TRUNK CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My Commission Expires

STATE OF NEW YORK,)
) ss.:
COUNTY OF NEW YORK,)

On this day of December 1988, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is the Vice President of U S WEST FINANCIAL SERVICES, INC., that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My Commission Expires

RENTALS

Payment Date	Percentage of Purchase Price
-----------------	---------------------------------

1/28/89	4.1000000
7/28/89	7.9639181
1/28/90	8.2154931
7/28/90	3.8484249
1/28/91	3.8484249
7/28/91	8.2154931
1/28/92	3.6291855
7/28/92	8.4347322
1/28/93	3.3874744
7/28/93	8.6764442
1/28/94	12.0639180
7/28/94	2.6672353
1/28/95	12.0775537
7/28/95	2.1905456
1/28/96	12.5542427
7/28/96	1.8081944
1/28/97	12.9365948
7/28/97	1.4375065
1/28/98	13.3072827
7/28/98	0.8347695
1/28/99	13.9100189
7/28/99	0.1702522
1/28/00	14.5745367

*In
Arrears**In
Advance*

160.8522414
=====

Appendix B to Lease

Casualty Value Percentages Schedule

Payment Date	Casualty Value
-----	-----
7/28/88	107.00641
1/28/89	108.32929
7/28/89	105.67469
1/28/90	106.33277
7/28/90	107.17068
1/28/91	107.81597
7/28/91	103.94367
1/28/92	104.33322
7/28/92	99.84533
1/28/93	100.10811
7/28/93	95.03064
1/28/94	98.28080
7/28/94	88.95827
1/28/95	89.03149
7/28/95	79.23402
1/28/96	79.39020
7/28/96	68.70411
1/28/97	68.89985
7/28/97	57.48630
1/28/98	57.72267
7/28/98	45.62797
1/28/99	46.17984
7/28/99	33.15809
1/28/00	34.07947
7/28/00	20.00000

AMENDMENT AGREEMENT No. 1 dated as of December 1, 1988, among MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, a Maryland banking corporation (the "Agent"), GRAND TRUNK WESTERN RAILROAD COMPANY, a Michigan and Indiana corporation (the "Lessee"), U S WEST FINANCIAL SERVICES, INC., a Colorado corporation (the "Owner"), and GRAND TRUNK CORPORATION, a Delaware corporation (the "Guarantor").

WHEREAS the Lessee and the Owner have entered into a Lease of Railroad Equipment dated as of December 1, 1987 (the "Lease");

WHEREAS capitalized terms not otherwise defined herein shall have the respective meanings set forth in the Participation Agreement referred to in the Lease.

WHEREAS the Lease was filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on December 31, 1987, at 11:10 a.m., recordation number 15439-B, and deposited in the Office of the Registrar General of Canada pursuant to Section 86 of the Railway Act of Canada, on December 31, 1987, at 12:15 p.m.;

WHEREAS pursuant to Section 3.1 of the Lease the Owner and the Lessee acknowledged the need to amend the Lease to achieve certain predetermined economics upon the identification of a number of variables which were unknown at the time the documents were executed;

WHEREAS those variables affecting the Owner's net after-tax yield and aggregate after-tax cash flow have now been determined;

WHEREAS since the revised rents and casualty values set forth herein are sufficient in all cases to meet the debt service obligations of the Owner under the CSA, the amendments of the Lease set forth herein do not adversely affect the interests of the Investors and, accordingly, the Agent is authorized to enter into this Amendment Agreement No. 1 without the prior written approval of the Investors;

NOW THEREFORE, the parties hereto agree as follows:

1. Rentals in Section 3.1 of the Lease are hereby amended by substituting the rentals set forth in Exhibit A attached hereto.

2. The two paragraphs in Section 3.1 of the Lease beginning "The foregoing rental payments have been calculated on the assumptions that ..." and "If any of the foregoing assumptions proves to be incorrect ..." are deleted.

3. Appendix B to the Lease is amended by substituting the casualty values set forth in Exhibit B attached hereto.

4. The Documents are each hereby amended so that any reference to any Document contained in any Document is hereby deemed to refer to such Document as amended hereby.

5. The terms of this Amendment Agreement and all rights and obligations of the parties hereto hereunder shall be governed by and construed in accordance with the laws of the State of Michigan; provided, however, that the parties shall be entitled to all rights conferred by 49 U.S.C. § 11303 and such additional rights arising out of the filing, recording or deposit hereof as shall be conferred by the laws of the several jurisdictions in which this Amendment Agreement shall be filed, recorded or deposited.

6. Except as amended hereby, the Documents shall remain unaltered and in full force and effect.

7. The Lessee will promptly cause this Amendment Agreement to be filed with the Interstate Commerce Commission in accordance with the provisions of Section 18 of the Lease.

8. This Amendment Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute a single instrument. It shall not be necessary that any counterpart be signed by all parties so long as each party shall deliver a counterpart signed by it to Cravath, Swaine & Moore, special counsel for the Agent.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment Agreement to be executed by duly authorized officers or other persons, as of the date first above written.

MERCANTILE-SAFE DEPOSIT AND
TRUST COMPANY,
not in its individual capacity
but solely as Agent,

by

Vice President

[Seal]

Attest:

Corporate Trust Officer

GRAND TRUNK WESTERN RAILROAD
COMPANY,

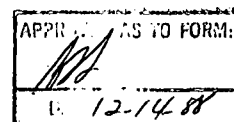
by

Treasurer

[Corporate Seal]

Attest:

Assistant Secretary



GRAND TRUNK CORPORATION,

by

Lennie Ray
Treasurer

[Corporate Seal]

Attest:

V. P. Selig
Assistant Secretary

U S WEST FINANCIAL SERVICES,
INC.,

by

Vice President

[Corporate Seal]

Attest:

Secretary

STATE OF MARYLAND,)
) ss.:
CITY OF BALTIMORE,)

On this day of December 1988, before
personally appeared , to me personally
known, who, being by me duly sworn, says that he is a Vice
President of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that
one of the seals affixed to the foregoing instrument is the
seal of said corporation, that said instrument was signed
and sealed on behalf of said corporation by authority of its
Board of Directors, and he acknowledged that the execution
of the foregoing instrument was the free act and deed of
said corporation.

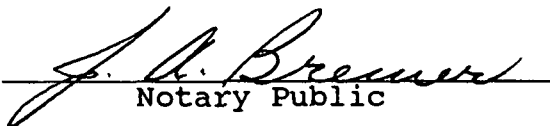
Notary Public

[Notarial Seal]

My Commission Expires

STATE OF MICHIGAN,)
) ss.:
COUNTY OF WAYNE,)

On this 14th day of December 1988, before me
personally appeared *Bonnie Reyes*, to me personally
known, who, being by me duly sworn, says that she is the
Treasurer of GRAND TRUNK WESTERN RAILROAD COMPANY, that one
of the seals affixed to the foregoing instrument is the
corporate seal of said corporation, that said instrument was
signed and sealed on behalf of said corporation by authority
of its Board of Directors, and she acknowledged that the
execution of the foregoing instrument was the free act and
deed of said Corporation.


Notary Public

[Notarial Seal]

My Commission Expires

J. A. BREWER
Notary Public, Wayne County, Mich.
My Commission Expires Oct. 15, 1989

STATE OF MICHIGAN,)
) ss.:
COUNTY OF WAYNE,)

On this 1464 day of December 1988, before me personally appeared *Bonnie Reyes*, to me personally known, who, being by me duly sworn, says that she is the Treasurer of GRAND TRUNK CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public

[Notarial Seal]

My Commission Expires

STATE OF NEW YORK,)
) ss.:
COUNTY OF NEW YORK,)

On this day of December 1988, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is the Vice President of U S WEST FINANCIAL SERVICES, INC., that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My Commission Expires

RENTALS

Payment Date	Percentage of Purchase Price
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1/28/89	4.1000000
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7/28/99	0.1702522
1/28/00	14.5745367

*In
Arrears*

*In
Advance*

160.8522414
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Appendix B to Lease

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1/28/00	34.07947
7/28/00	20.00000

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WHEREAS the Lessee and the Owner have entered into a Lease of Railroad Equipment dated as of December 1, 1987 (the "Lease");

WHEREAS capitalized terms not otherwise defined herein shall have the respective meanings set forth in the Participation Agreement referred to in the Lease.

WHEREAS the Lease was filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on December 31, 1987, at 11:10 a.m., recordation number 15439-B, and deposited in the Office of the Registrar General of Canada pursuant to Section 86 of the Railway Act of Canada, on December 31, 1987, at 12:15 p.m.;

WHEREAS pursuant to Section 3.1 of the Lease the Owner and the Lessee acknowledged the need to amend the Lease to achieve certain predetermined economics upon the identification of a number of variables which were unknown at the time the documents were executed;

WHEREAS those variables affecting the Owner's net after-tax yield and aggregate after-tax cash flow have now been determined;

WHEREAS since the revised rents and casualty values set forth herein are sufficient in all cases to meet the debt service obligations of the Owner under the CSA, the amendments of the Lease set forth herein do not adversely affect the interests of the Investors and, accordingly, the Agent is authorized to enter into this Amendment Agreement No. 1 without the prior written approval of the Investors;

NOW THEREFORE, the parties hereto agree as follows:

1. Rentals in Section 3.1 of the Lease are hereby amended by substituting the rentals set forth in Exhibit A attached hereto.

2. The two paragraphs in Section 3.1 of the Lease beginning "The foregoing rental payments have been calculated on the assumptions that ..." and "If any of the foregoing assumptions proves to be incorrect ..." are deleted.

3. Appendix B to the Lease is amended by substituting the casualty values set forth in Exhibit B attached hereto.

4. The Documents are each hereby amended so that any reference to any Document contained in any Document is hereby deemed to refer to such Document as amended hereby.

5. The terms of this Amendment Agreement and all rights and obligations of the parties hereto hereunder shall be governed by and construed in accordance with the laws of the State of Michigan; provided, however, that the parties shall be entitled to all rights conferred by 49 U.S.C. § 11303 and such additional rights arising out of the filing, recording or deposit hereof as shall be conferred by the laws of the several jurisdictions in which this Amendment Agreement shall be filed, recorded or deposited.

6. Except as amended hereby, the Documents shall remain unaltered and in full force and effect.

7. The Lessee will promptly cause this Amendment Agreement to be filed with the Interstate Commerce Commission in accordance with the provisions of Section 18 of the Lease.

8. This Amendment Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute a single instrument. It shall not be necessary that any counterpart be signed by all parties so long as each party shall deliver a counterpart signed by it to Cravath, Swaine & Moore, special counsel for the Agent.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment Agreement to be executed by duly authorized officers or other persons, as of the date first above written.

MERCANTILE-SAFE DEPOSIT AND
TRUST COMPANY,
not in its individual capacity
but solely as Agent,

by

Vice President

[Seal]

Attest:

Corporate Trust Officer

GRAND TRUNK WESTERN RAILROAD
COMPANY,

by

Treasurer

[Corporate Seal]

Attest:

Assistant Secretary

GRAND TRUNK CORPORATION,

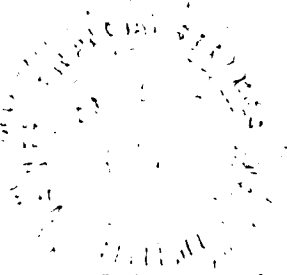
by

Treasurer

[Corporate Seal]

Attest:

Assistant Secretary



[Corporate Seal]

Attest:

Ass't Secretary

U S WEST FINANCIAL SERVICES,
INC.,

by

Region Operations Manager

[Handwritten signature]

STATE OF MARYLAND,)
) ss.:
CITY OF BALTIMORE,)

On this day of December 1988, before
personally appeared , to me personally
known, who, being by me duly sworn, says that he is a Vice
President of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that
one of the seals affixed to the foregoing instrument is the
seal of said corporation, that said instrument was signed
and sealed on behalf of said corporation by authority of its
Board of Directors, and he acknowledged that the execution
of the foregoing instrument was the free act and deed of
said corporation.

Notary Public

[Notarial Seal]

My Commission Expires

STATE OF MICHIGAN,)
) ss.:
COUNTY OF WAYNE,)

On this day of December 1988, before me
personally appeared , to me personally
known, who, being by me duly sworn, says that she is the
Treasurer of GRAND TRUNK WESTERN RAILROAD COMPANY, that one
of the seals affixed to the foregoing instrument is the
corporate seal of said corporation, that said instrument was
signed and sealed on behalf of said corporation by authority
of its Board of Directors, and she acknowledged that the
execution of the foregoing instrument was the free act and
deed of said Corporation.

Notary Public

[Notarial Seal]

My Commission Expires

STATE OF MICHIGAN,)
) ss.:
COUNTY OF WAYNE,)

On this day of December 1988, before me personally appeared , to me personally known, who, being by me duly sworn, says that she is the Treasurer of GRAND TRUNK CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

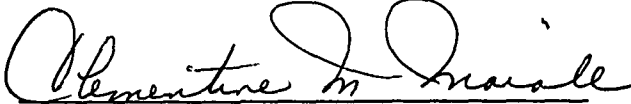
[Notarial Seal]

My Commission Expires

NEW JERSEY
STATE OF ~~NEW YORK~~,)
BURLINGTON) ss.:
COUNTY OF ~~NEW YORK~~,)

January, 1989

On this 13th day of ~~December 1988~~, before me personally appeared Gerald D. Albano , to me personally known, who, being by me duly sworn, says that he is the Region Operations Manager of U S WEST FINANCIAL SERVICES, INC., that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Notary Public
Clementine M. Maiale

[Notarial Seal]

My Commission Expires

CLEMENTINE M. MAIALE
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 2/15/90

RENTALS

Payment Date	Percentage of Purchase Price
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1/28/89	4.1000000
7/28/89	7.9639181
1/28/90	8.2154931
7/28/90	3.8484249
1/28/91	3.8484249
7/28/91	8.2154931
1/28/92	3.6291855
7/28/92	8.4347322
1/28/93	3.3874744
7/28/93	8.6764442
1/28/94	12.0639180
7/28/94	2.6672353
1/28/95	12.0775537
7/28/95	2.1905456
1/28/96	12.5542427
7/28/96	1.8081944
1/28/97	12.9365948
7/28/97	1.4375065
1/28/98	13.3072827
7/28/98	0.8347695
1/28/99	13.9100189
7/28/99	0.1702522
1/28/00	14.5745367

*In
Arrears*

*In
Advance*

160.8522414
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Appendix B to Lease

Casualty Value Percentages Schedule

Payment Date	Casualty Value
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7/28/88	107.00641
1/28/89	108.32929
7/28/89	105.67469
1/28/90	106.33277
7/28/90	107.17068
1/28/91	107.81597
7/28/91	103.94367
1/28/92	104.33322
7/28/92	99.84533
1/28/93	100.10811
7/28/93	95.03064
1/28/94	98.28080
7/28/94	88.95827
1/28/95	89.03149
7/28/95	79.23402
1/28/96	79.39020
7/28/96	68.70411
1/28/97	68.89985
7/28/97	57.48630
1/28/98	57.72267
7/28/98	45.62797
1/28/99	46.17984
7/28/99	33.15809
1/28/00	34.07947
7/28/00	20.00000

57.48638

2d per auto rock
 likelihood of
 casualty